

Decision 02-11-008 November 7, 2002

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Deborah H. Cameron,

Complainant,

vs.

Verizon Wireless; The Merrimac Group,

Defendant.

(ECP)
Case 02-05-042
(Filed May 14, 2002)

Deborah H. Cameron, for herself, Complainant.
R. Benson, for Defendant.

OPINION GRANTING RELIEF, IN PART

Complainant alleges that Verizon Wireless did not disclose the details of her service and calling plan at the time of activation. She requests a cancellation of outstanding charges (\$342.96) and a refund of money paid (\$130). Defendant answered and said that all charges were pursuant to contract and should be paid in full. Public hearing was held September 23, 2002.

Complainant executed a Cellular Service Agreement on January 10, 2001. Service was for a one-year term for mobile (818) 425-4965. Complaint chose the Digital Plus 120 calling plan (\$29.99 per month), which included weekend and mobile-to-mobile promotional minutes. She also selected the wireless phone protection. Complainant was provided with a copy of the Cellular Service Agreement, which sets forth the terms and conditions of service, and also with a

customer information overview, which explained the details of her service. Verizon Wireless also made available to complainant a calling plan brochure, which set forth the number of minutes in the various calling plans that were available.

Complainant testified that from the first use she had problems with her cell phone and the cell phone charges. Her phone did not always work; her first phone was lost or stolen, but when it was replaced the new phone did not work. Calls to defendant by herself and her son were ineffective. When the phone did work she was billed in excess of the rates she had been promised. When she called about her service in March 2001, rather than solve her problems, defendant put her into a more expensive program. On April 4, 2001, she requested that her service be terminated. Her service was eventually terminated on June 19, 2001.

Defendant's witness testified that all of its bills to complainant were in accordance with her contract, and that \$342.96 was due from complainant.

Defendant's answer states that defendant terminated complainant's service on June 19, 2001, but continued to bill complainant for the balance of June, and in July, August, September, and October 2001, including late fees and taxes. Further, complainant testified that defendant's service was poor, the phones it supplied did not work, and its customer service staff was ineffective. Defendant kept none of the promises it made when it induced her to sign the service contract. In this case, it is clear that defendant itself helped create complainant's debt by not terminating service when requested. (*See E.C. Logsdon v. Pacific Bell* (1994) 53 CPUC 2d 3.) Complainant should have the \$342.96 debt cancelled. Because she used her cell phone and received its benefits, on occasion, the amount she actually paid (\$130) was reasonable.

Henry Duque is the Assigned Commissioner and Robert Barnett is the assigned ALJ.

O R D E R

IT IS ORDERED that:

1. The \$342.96 debt owed by complainant Deborah H. Cameron to defendant Verizon Wireless is cancelled.

2. This case is closed.

This order is effective today.

Dated November 7, 2002, at San Francisco, California.

LORETTA M. LYNCH
President

HENRY M. DUQUE
CARL W. WOOD
GEOFFREY F. BROWN
MICHAEL R. PEEVEY
Commissioners